



STAFF'S  
REQUEST ANALYSIS  
AND  
RECOMMENDATION

08PR0157

Rodger Bartlett

Bermuda Magisterial District  
Northeast Quadrant of West Hundred Road and Osborne Road

REQUEST: Appeal of the decision of the Director of Planning approving site plan 08PR0125, Chester Presbyterian Church Parking Lot Expansion. Specifically, the appellant contends that the additional stormwater run-off into the existing stormwater conveyance system will aggravate drainage problems on the appellant's property.

RECOMMENDATION

Staff recommends upholding the decision to approve site plan 08PR0125 for the following reasons:

1. The proposed parking expansion will add less than 2,500 square feet of additional impervious area over previously approved site plan 94PR0193 (attached). This additional parking area will generate a negligible amount of additional runoff to the existing stormwater conveyance system in question. Adequacy of the existing stormwater conveyance system was analyzed and approved with previous church site plans, as well as with current site plan 08PR0125. The existing drainage system is adequate to handle the proposed additional runoff.
2. During a recent site inspection of the church grounds, and of the area of the downstream public drainage easement, the existing stormwater conveyance system appeared to be working as designed. No evidence of system failure was visible on the ground surface, at the drainage inlet in the church parking lot, or within the public drainage easement. However, at the time of this report, the Department of Environmental Engineering is scheduled to check the underground conditions of the existing stormwater conveyance system for blockage.

## GENERAL INFORMATION

### Associated Public Hearing Cases:

N/A

### Developer:

Chester Presbyterian Church

### Design Consultant:

Townes Site Engineering

### Location:

Northeast quadrant of West Hundred Road and Osborne Road. Tax IDs 793-656-7618, 8532 and 9037; and 794-656-0200.

### Existing Zoning and Land Use:

R-7; Semi-public; church

### Size:

4.3 acres

### Adjacent Zoning and Land Use:

North - R-7; Single family residential

South – O-2, R-7 and O-1 ; Single family residential and office

East - R-7 ; Single family residential

West - R-15 and O-2; Single family residential or vacant; Office

## BACKGROUND

Site Plan 08PR0125 was submitted for review and approval for the purpose of adding an additional twelve (12) parking spaces to the site. The existing stormwater conveyance system for the church was approved and constructed with previous site plans (reference attached site plan 94PR0193). An eighteen (18) inch concrete pipe located in a private drainage easement crosses the northwest corner of the property owned by Carolyn A. Bartlett before tying into another eighteen (18) inch concrete pipe located in a public drainage easement which straddles lots 2 and 3 of Section B of the Pleasant Dale Subdivision.

In the letter dated August 17, 2007 (attached), received on August 20, 2007, the appellant contends that his house drain, which is connected to the eighteen (18) inch concrete pipe located

in the private drainage easement, currently backs up during heavy rain events. The appellant attributes this back up to a failure of the church's existing storm sewer system.

As noted above, during a recent site inspection on September 5, 2007, by the County Drainage Superintendent, the existing stormwater conveyance system appeared to be working as designed. No evidence of system failure was visible on the ground surface, at the drainage inlet in the church parking lot, or within the public drainage easement. While there is visible evidence of surface drainage from the appellant's property onto the church parking lot, the cause of this run-off, whether it is simply surface run-off from appellant's property, or other reason, could not be determined at the time of this report. An inspection of the appellant's property has not been performed. A screen fence between the two (2) properties blocks views of the conditions of the home site.

The Department of Environmental Engineering is scheduled to investigate the underground conditions of the existing stormwater conveyance system to determine if blockage has occurred. Results of this investigation will be available by the time of the public hearing.

The appellant's letter also questions the validity of the private drainage easement agreement between the church and the appellant. This easement agreement (attached) was recorded in the Clerk's Office of the Circuit Court of Chesterfield County on July 18, 1990. Since this is a private easement agreement, any disputes concerning the validity of the easement should be resolved between the two parties.

### CONCLUSIONS

Because the adequacy of the existing stormwater conveyance system was analyzed and approved with previous church site plans, as well as with current site plan 08PR0125, staff approved site plan 08PR0125. Staff has determined the existing drainage system is adequate to handle the proposed additional runoff. Staff recommends upholding the decision to approve site plan 08PR0125.

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Rodger D BARTLETT  
3308 W. 100 Rd.  
Chester Va 23831  
8-17-2007

mailing Address  
PO Box 2457  
Chester Va 23831

Mr. Kirt Turner  
Planning  
9800 Gout. Ct. Parkway  
Chesterfield Va 23832

RECEIVED  
AUG 20 2007  
DIRECTOR  
PLANNING DEPT.

DEAR Mr. TURNER,  
I do appeal case # 08PR 0125, under  
SEC 19-268.1 "Aggrieved person"; enclosed  
is the \$240.00 fee. I am adjacent the  
church property and I have issues with the  
church increasing the flow of water into a 18"  
drain pipe that crosses our property. I am  
currently discharging my house drain into this  
pipe and have been since 1980. The drain  
backs-up now without pouring more water into  
this drain, also the water, at high rains, pools  
onto parking lot and my property creating a

mosquitoes environment. just maybe the EPA should be advised.!

I have allowed the church to date, the use of this drain pipe ~~even~~ though they do not have a legally recorded easement. (see enclosed) The notary at the time Linda B Williford was reprehended by the secretary of the Commonwealth of Va. I am advised that the church currently has 700+ members and I have enjoyed watching it grow for me almost 30 years now, I pray it continues too expand. - But please fix this drainage problem.

Sincerely

Opal O'Be

P.S.

Provided "the church" <sup>has</sup> a legally recorded drain easement across our property; I have no issue with them installing a pipe across my property.!

Ms. Nettie Martin

3300 W. Hundred Rd

Chester Va

8-8-2007

Planning Department

4900 Govt. Ct. Parkway

Chesterfield Va 23832

To Whom This may Concern:

Please be advised this date that I along with the Bartletts are happy to support our neighbor, Chester Presbyterian Church addition to their parking lot; in fact we <sup>are</sup> pleased to see how the church has grown! However I personally have great concern concerning how the water now "pools" next to the BARTLETT property during downpours as it appears to me to be a problem with drainage and mosquitos. Also the Bartletts did verbally agree many years ago, prior to the church's usage of the 18" drain pipe that crosses their property, to allow me to connect 6" drain pipes from my basement to said 18" drain pipe. I have on two occasions received "back up water" from that 18" pipe during extreme down pours, into

my basement. The church now plans on dumping even more water into that 18" drain and it does concern me!

I know that the BARTLETTs have allowed the church and yes me to use this pipe, but I cannot afford another back-up into my basement; I do pray that a remedy can be found.

Thank you,  
Nelle L. Martin



File to:  
Rudy & Evans

7-19-90

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22857

1213

Map Section :  
Easement No. :

**DRAINAGE EASEMENT AGREEMENT**

THIS AGREEMENT, dated July 17, 1990, by and between, CAROLYN A. BARTLETT and ROGER BARTLETT (husband and wife), ("Grantors") and their heirs, successors, and assigns ("OWNER") and the ANNE R. WEST, PAUL F. MICOU AND ROBERT W. RICE, Trustees of the Chester Presbyterian Church ("The Church"), ("Grantees").

WITNESSETH: That for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the receipt of which is acknowledged, OWNER grants and conveys COUNTY a perpetual easement to install, construct, maintain, inspect, operate, alter, replace, and remove; a drainage ditch and/or culverts and other appurtenant facilities and for the purpose of depositing water within the boundary of the permanent easement herein conveyed across the property of OWNER located in District, Chesterfield County, Virginia, together with all the rights and privileges hereinafter enumerated pertaining to the easement, including a temporary construction easement all as more particularly described and indicated on a plat by Charles C. Townes & Associates, P.C., a copy of which is attached to be recorded as a part of this easement agreement.

This easement is granted subject to the following conditions:

1. All drainage improvements, and appurtenant facilities which are installed in the easement shall be and remain the property of The Church.
2. At no time shall OWNER charge The Church for the use of the property occupied by The Church or for the privilege of exercising the rights granted under this agreement.
3. The Church, its agents, and employees for the purpose of inspecting, maintaining, or operating its facilities shall have the right of ingress to and egress from the easement over the property of OWNER adjacent to the easement and lying between public or private roads and the easement in such manner as shall occasion the least practicable damage and inconvenience to OWNER. The Church shall repair damage to roads or other improvements while exercising this right of ingress and egress and shall pay OWNER for any damage done in the exercise of its right of ingress and egress, provided OWNER gives written notice thereof to The Church within sixty days after such damage occurs.
4. The Church, its agents, and employees shall have the right to relocate within the easement, and to make additions, extensions, alterations, or substitutions therein, as The Church may from time to time deem advisable or expedient.

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5. The Church, its agents, and employees shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use and for any of the aforesaid purposes of the easement herein granted.

6. The Church, its agents, and employees shall have the right to alter or remove any structures or obstructions, natural or artificial, in the easement which it deems in any way to interfere with the proper and efficient construction, operation, or maintenance of the utilities in the easement; provided, however, that except for trees, limbs, and undergrowth, The Church shall repair, restore, or replace all facilities located in the easement which may be disturbed, damaged or removed to as nearly as possible their original conditions. The Church shall remove all trash and other debris from the easement and shall restore the surface thereof to as nearly as possible its original condition.

7. OWNER reserves the right to make use of the easement herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement by The Church for the purposes of this agreement. However, OWNER shall not erect any building or other structure on the permanent easement without obtaining the prior written approval of The Church.

8. This grant covers all the agreements between the parties and no representation or statements, verbal or written, have been made which modify, add to, or change the terms of this agreement.

Witness the following signature(s):

Carolyn A. Bartlett  
CAROLYN A. BARTLETT

Roger Bartlett  
ROGER BARTLETT

State of Virginia,  
~~City~~ County of Chesterfield, to-wit:

I, Linda B. Williford, a Notary Public in and for the ~~City~~ County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid, Carolyn A. Bartlett and Roger Bartlett, whose names are signed to the foregoing writing dated July 17<sup>th</sup>, 1990, and acknowledged the same before me.

Given under my hand July 17<sup>th</sup>, 19 90.

My commission expires: 1-8-93.

Linda B. Williford  
NOTARY PUBLIC

BOOK 2101 PAGE 169

SCHEDULE "A"

ALL that certain strip or parcel of land lying and being in Bermuda Magisterial District, Chesterfield County, Virginia, and being a permanent strip 16' in width as shown on plat made by Charles C Townes & Associates, P. C., Civil Engineers, Planners, Land Surveyors, Richmond, Virginia, dated March 26, 1990 and a 10' temporary construction easement lying south of the permanent easement, all as shown on the same aforesaid plat.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 18 DAY OF JUL 1990, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE....ADMITTED TO RECORD AT 12:13 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$1.00 HAS BEEN PAID.

TESTE: RONALD F. LIVINGSTON, CLERK

GROVE AVENUE 50' R/W

PLEASANT DALE SUBDIVISION

N/F  
CAROLINE H. KREGG  
TM 115-4(9) 2  
DB 1086 Pg 1084

2

EXISTING 16' DRAINAGE EASEMENT

3

166.55'-S 31° 32' 05" W  
EXISTING 8' ALLEY EASEMENT

S 71° 16' 06" E - 174.98'

125.34'

90.10'

16' DRAINAGE EASEMENT

10' TEMPORARY CONSTRUCTION EASEMENT

N/F  
CAROLYN A. BARTLETT  
TM 116-5(8) 35 & 34A  
DB 1468 Pg 407

N/F  
LOUIS J. & NETTIE T. MARTIN  
TM 116-5(5) 33  
DB 723 Pg 406

CHESTER PRESBYTERIAN CHURCH

TM 115-4(3)  
DB 855 Pg 249  
DB 865 Pg 400

217.09'-S 18° 47' 13" W

WEST HUNDRED ROAD STATE ROUTE 10  
80' R/W

PLAT

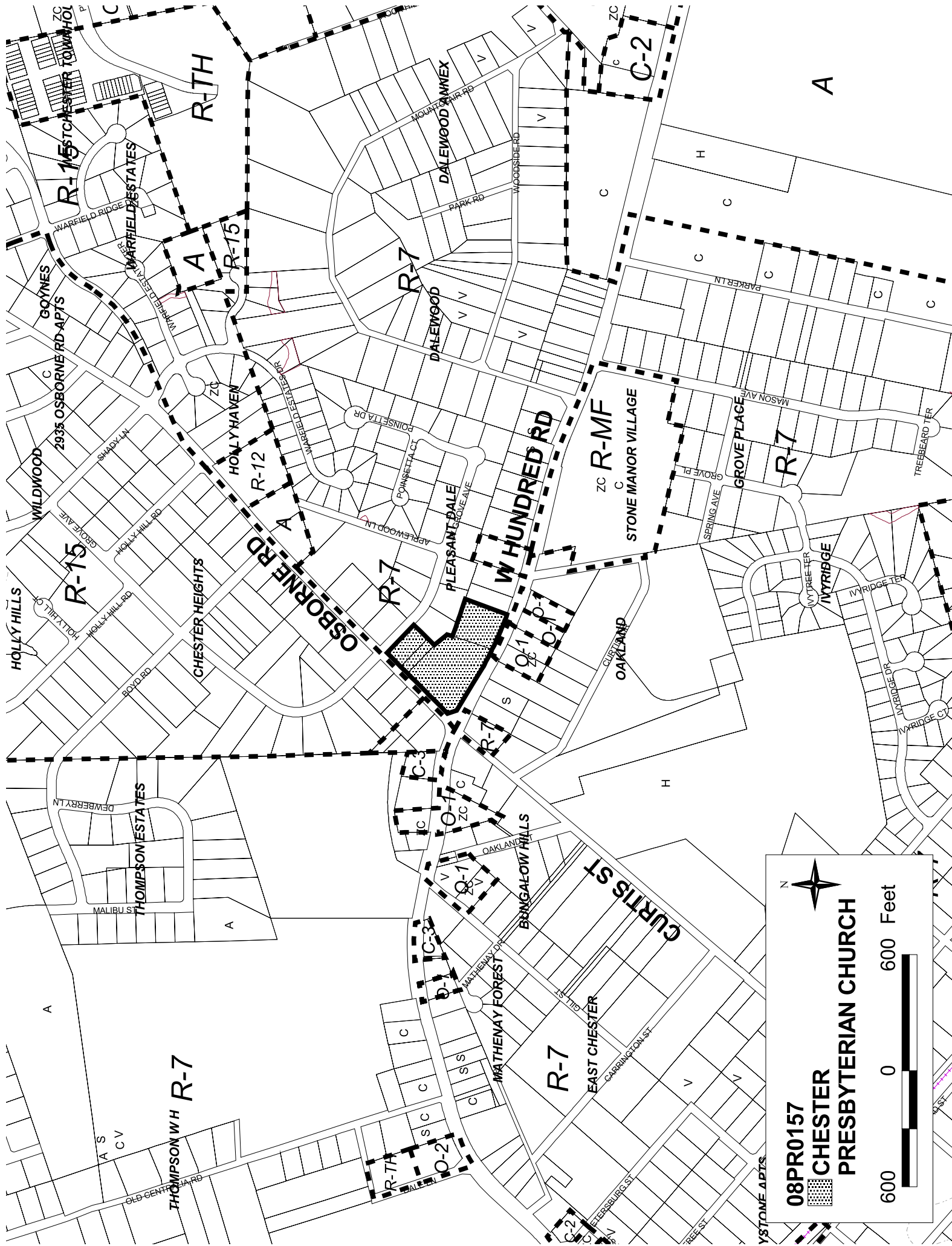
OF  
16' DRAINAGE EASEMENT AND 10' TEMPORARY CONSTRUCTION EASEMENT  
ACROSS THE PROPERTY OF C. BARTLETT

BERMUDA DISTRICT  
CHESTERFIELD COUNTY, VIRGINIA

SCALE: 1"=50' MARCH 26, 1990  
CHARLES C. TOWNES & ASSOCIATES, P.C.  
CIVIL ENGINEERS PLANNERS LAND SURVEYORS  
RICHMOND, VIRGINIA

DRAWN BY R.L.R. CHECKED BY F/B  
COMPUTED BY APPROVED BY T/M

ATTN

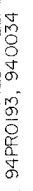


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**08PR0157-2**